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AGREEMENT

between

GREENE COUNTY, NEW YORK

and the

GREENE COUNTY DEPUTIES UNION

for the period

January 1, 2014 – December 31, 2016

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1 Recognition and Check-Off.....	1
2 Reciprocal Rights.....	2
3 Management Rights....	3
4 No Strikes	3
5 Definition of Employees	3
6 Work Week.....	4
7 Compensation..	4
8 Pension.	6
9 Health Insurance.....	7
10 Leaves ..	9
11 Tuition Refund ,	13
12 Mileage and Meal Allowance; Overnight Assignments	13
13 Out of Title	14
14 Probation and Discipline	14
15 Seniority and Layoffs ..	15
16 Employee Evaluations	16
17 Job Security	17
18 Working Conditions	17
19 Off-the-Job Disability ..	19
20 Past Practices..	19
21 Conclusion of Collective Negotiations.....	19

22	Severability	20
23	Approval of the Legislature	20
24	Construction of Contract	20
25	Duration of Contract....	20
26	Grievance Procedure ..	21
27	Procedure for the Administration of 207-c of the General Municipal Law for the Greene County Sheriff's Department.....	24
28	Substance Abuse Testing Procedure	29
29	Physical Fitness Testing	34
Appendix A:	Salaries of Bargaining Unit Members	
Appendix B:	Seniority Roster	

This Agreement between the County of Greene, New York, a municipal corporation existing under the laws of the State of New York, party of the first part, hereinafter called the "Employer", and the Greene County Deputies Union, party of the second part, hereinafter called the "GCDU", shall be effective January 1, 2014, unless otherwise specified.

ARTICLE 1

RECOGNITION AND CHECK-OFF

1.1 Recognition: The Employer recognizes the GCDU as the sole and exclusive bargaining agent and representative for those County employees who are in the full time positions of deputy sheriffs (criminal) and deputy sheriff sergeants (criminal).

1.2 Check-Off

1.2.1 Dues Deductions: The Employer agrees that it shall deduct from the wages of the members of GCDU and remit to GCDU the regular membership dues and other authorized deductions for those members of GCDU who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization.

1.2.2 Agency Shop: The GCDU, having been certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the GCDU in the amount equivalent to the dues levied by the GCDU.

1.2.3 Indemnification Clause: The GCDU will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Union.

1.2.4 Credit Union: A credit union, through payroll deductions, shall be made available to all County employees.

1.3 Union Access

1.3.1 The officers and agents of GCDU shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this Agreement.

1.3.2 GCDU representatives shall, on an exclusive basis, have access to employees during working hours to explain GCDU membership, services and programs under mutually developed arrangements with department or agency heads. Any such visits to employees during working hours shall not interfere with work duties or work performance, and such consultations shall be no more than fifteen (15) minutes per employee, per month and shall

not exceed an average of ten percent (10%) per month of the employees in the operating unit where access is sought.

ARTICLE 2

RECIPROCAL RIGHTS

2.1 Union Business

2.1.1 Only the President of the GCDU, or one (1) employee designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities:

to attend grievance arbitration hearings;

to attend PERB conferences and hearings;

to attend labor-management meetings.

2.1.2 No more than one (1) employee shall be designated for the purpose of acting in the President's absence as set forth in Article 2.1.1. The President of GCDU shall notify the County Administrator or designee of which employees have been so designated.

2.2 Release Time for Negotiations

2.2.1 Designated members of GCDU shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations.

2.2.2 At any time, no more than two (2) employees shall receive release time for the purpose of negotiations provided they are on duty at the time negotiations are scheduled.

2.3 Requests for Release Time

2.3.1 Requests for the use of release time shall be made to the Sheriff, or the Sheriff's designee, on the standard request for leave form provided by the Employer.

2.3.2 All such requests shall be made at least forty-eight (48) hours in advance. Such requests will not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

2.4 Release Time for Union Conferences

2.4.1 The President of the GCDU, and/or the President's designee, shall be allowed release time without loss of pay or leave credits, to attend conferences and conventions of affiliated Unions and organizations. Such leave shall not exceed ten (10) work days, in the aggregate, in any one calendar year for all such leave.

2.4.2 The President of GCDU shall document the nature of the conference and notify the County Administrator or designee of which employees have been designated to represent the bargaining unit. The President of GCDU, and/or the President's designee, shall give the Sheriff a one week notice prior to any such leave.

2.5 Bulletin Board: The GCDU shall have exclusive use of bulletin board space maintained on the premises and facilities of the Employer.

2.6 Meeting Room: A meeting room will be available to GCDU members when requested, with reasonable advance notice.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for the conduct of County programs, to administer the Civil Service System, including examination selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of the Agreement.

ARTICLE 4

NO STRIKES

4.1 The GCDU shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

4.2 The GCDU agrees to exert its best efforts to prevent and terminate any strike which might occur.

4.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Employer or the rights, remedies or duties of the GCDU under State Law.

ARTICLE 5

DEFINITION OF EMPLOYEES

5.1 Full-time Employees: For the purpose of this contract a full-time employee shall be defined as an employee employed by the Employer, who works a full work week.

ARTICLE 6

WORK WEEK

6.1 The normal work week for employees shall be forty (40) hours per week.

6.2 The normal work week for forty (40) hour per week employees shall consist of five (5) consecutive working days. Nothing herein contained shall be construed as prohibiting the exchanging of such days, upon approval of the Sheriff or his designee so as to permit an employee a weekend.

6.3 Hours of Work

6.3.1 The normal work schedule for all full time 12 hour shift employees shall consist of schedules of two (2) consecutive days on and two (2) consecutive days off; three (3) consecutive days on and two (2) consecutive days off; and two (2) consecutive days on and three (3) consecutive days off.

6.4 The 12 hour shift schedule shall consist of 84 hours bi-weekly.

6.5 The work schedule for K9 Handlers shall be the 12 hour shift schedule outlined in section 6.3 and 6.4 of this agreement.

6.5.1 The work day for K9 Handlers shall consist of two (2) hours of kennel maintenance and ten (10) hours of normal patrol duties.

6.5.2 All other sections of this agreement shall apply to K9 Handlers.

ARTICLE 7

COMPENSATION

7.1 Salary

7.1.1 Effective and retroactive to January 1, 2014, the salary of all members of the bargaining unit will be increased by one and one-half (1.5%) percent.

7.1.2 Effective January 1, 2015 the salary of all members of the bargaining unit will be increased by \$1,500.00; thereafter and also effective January 1, 2015, the salary of all members of the bargaining unit will be increased by two (2.0%) percent.

7.1.3 Effective January 1, 2016 the salary of all members of the bargaining unit will be increased by two (2.0%) percent.

7.2 Overtime

7.2.1 The employer shall pay time and one-half (1 ½) in monetary compensation to all full-time forty (40) hour employees for hours worked in excess of forty (40) hours. The employer shall pay time and one half (1½) in monetary compensation to all full time 12 hour shift employees for hours worked in excess of 84 hours.

7.2.2 Holidays, sick leave, vacation and personal leave taken during the work week are to be considered as hours worked when determining overtime.

7.2.3 An employee called for duty in addition to the employee's regular working hours shall receive pay for not less than four (4) hours, except in the case of a scheduled court appearance outside of the employee's normal work schedule in which event the employee shall receive a minimum of two (2) hours overtime. If an employee is requested to appear prior to their scheduled shift assignment, the employee will be paid overtime from the starting time agreed upon by the employee and the supervisor. Any call back for purposes of training will be at a minimum of two (2) hours; call back pay will not apply to on-call situations.

7.2.4 On-Call: Any employee assigned to be "on-call" will receive sixty (\$60) dollars per day for weekend on-call. An employee on-call who is actually called into work while on-call shall not receive call back pay.

7.3 Equalization of Overtime: When overtime is available for the bargaining unit as determined by the Sheriff and where specialty skills are not necessary, a seniority roster will be used on a rotating basis for all overtime assignments. This roster will be used unless, in the discretion of the Sheriff or designee, the use of the seniority roster is not practical. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

7.4 Holiday Pay: If an employee works on:

New Year's Day	Martin Luther King Day
President's Day	Independence Day
Memorial Day	Columbus Day
Labor Day	Veterans' Day
Election Day	Christmas Day
Thanksgiving Day	

he/she shall be compensated at the rate of one and one-half times his/her normal rate of pay. In addition, any employee working the enumerated holiday shall receive another day to be added to their vacation accruals.

7.4(1) Employees shall also be granted (2) floating holidays. The floating holidays will be February 12th (provided the employee was on the payroll as of February 12) and the Friday after Thanksgiving.

Employees working the floating holidays will be compensated at their normal rate of pay. The "floating holiday" may only be taken with the prior permission of the Sheriff or designee.

Employees will receive one day added to their vacation accruals for each floating holiday.

Vacation accruals for floating holidays will be added to the employee's vacation bank the pay period following the floating holiday.

7.5 Field Training Officer: The Field Training Officer (FTO) shall receive two (2) hours of overtime while working in the capacity of FTO. It is in the discretion of the Sheriff or designee as to whether there will be an FTO program.

7.6 Stipends at Retirement.

7.6.1 All benefits, including stipends, will be prorated in the retirement year of all employees.

7.7 Training

7.7.1 There will be thirty two (32) total hours of training time per year, paid at the applicable overtime rate of pay.

7.7.2 Training will be as designated by the Sheriff.

ARTICLE 8

PENSION

8.1 Members of the bargaining unit shall be eligible for retirement at half pay after 25 years of service regardless of age, pursuant to Section 89(o) of the Retirement and Social Security Law. Effective on or before June 1, 1998, members of the bargaining unit will be covered by the retirement plan contained in Article 14-B of the Retirement and Social Security Law at Section 552 allowing an employee to retire upon the completion of 20 years of creditable service with an allowance of one-half of final average salary. In addition, members of the bargaining unit shall continue to be covered by Section 75-i of the Retirement and Social Security Law.

ARTICLE 9

HEALTH INSURANCE

9.1 Eligibility

9.1.1 The Employer shall provide hospitalization and major-medical insurance for each full-time employee and the employee's eligible dependent(s).

9.1.2 A. The Employer shall provide a dental plan and a vision care plan as outlined in each health insurance plan option for each full-time employee and the employee's eligible dependent(s).

B. Employees will contribute as follows for participation in the County Dental Plan:

<u>individual coverage:</u>	\$2.00 per pay period;
<u>two-person coverage:</u>	\$3.00 per pay period;
<u>family coverage:</u>	\$5.00 per pay period.

C. The dental plan shall provide for an orthodontic rider.

9.1.3 A full-time employee who returns to duty on a part-time basis following an absence will receive six (6) additional weeks of health insurance under the terms and conditions applicable to that employee. At the end of this six (6) week period, should the employee remain on a part-time basis, that employee will have COBRA rights.

9.2 Preferred Provider Organization ("PPO") Enrollment

9.2.1 A. An employee may elect to enroll in the Greene County Preferred Provider Organization ("PPO") plan, which features both an in-network and out-of-network level of benefits. In the alternative, an employee may elect to enroll in the Greene County Executive Provider Organization ("EPO") plan which features an in-network level of benefits. The Greene County PPO is known as the "Primary Plan."

B. The prescription drug co-pay and doctor visit co-pays shall be the minimum cost offered by the PPO carrier. If the prescription drug co-payments and/or doctor visit co-payments increase above the minimum level, the additional costs will be the responsibility of the employee.

C. Any change to prescription drugs, insurance co-pays, doctor visit co-pays, and/or deductibles will be referenced to a Health Insurance Committee comprised of three (3) Union and three (3) County people. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted, the increase proposed by the carrier will be implemented. The implementation of the higher prescription drug co-pay, insurance co-pays, doctor visit co-pays and/or

deductibles will not be subject to the grievance procedure or form the basis for an improper practice charge.

D. An employee may elect to enroll in the Greene County PPO plan within six (6) months prior to the employee's retirement.

E. The Employer may change carriers and/or provide alternate plans during this Agreement, provided such alternate plans are substantively equivalent to or more comprehensive than the primary plan provided.

9.2.2 Effective January 1, 2015, the PPO and EPO will be a deductible plan, which includes mandatory mail order for prescription maintenance medications. Deductible plan will be as follows: \$400/\$800 yearly deductible with \$1000/\$2000 yearly out-of-pocket maximum; coinsurance in effect once deductible obtained (Plan pays 80%/Employee 20%); and continuation of Employee premium contribution.

9.3 Premium Payments

The County will pay 100% of the premium for individual and dependent coverage.

9.3.1 Effective January 1, 1997, all newly hired employees shall contribute ten (10%) percent toward the premium cost of health insurance. Anyone hired after January 1, 2003 will contribute fifteen (15%) toward the premium cost of health insurance. Anyone hired on or after January 16, 2013 will contribute twenty (20%) percent toward the premium cost of health insurance.

9.4 Health Insurance Buy-Out

9.4.1 A full-time employee who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a minimum of one hundred dollars (\$100.00) for each month the employee is eligible but does not elect coverage. The monthly payment paid to an employee shall equal one-twelfth (1/12) of thirty-three and one-third percent (33 1/3%) of the employer's savings as a result of the employee's opting out of health insurance coverage or One Hundred Dollars (\$100.00) per month, whichever is greater. Payment shall be made the first pay period of the following month.

9.4.2 To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.

9.4.3 An employee may elect to resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five (5) business days notice. Reinstatement shall be subject to any terms, conditions and/or limitations pertaining to preexisting medical conditions as set forth in the

contracts issued by the carrier.

9.4.4 In the event that a husband and wife are both employees of the County and one is receiving health insurance benefits from the County, the other spouse shall not be entitled to the buy-out option.

ARTICLE 10

LEAVES

10.1 Vacation Leave

10.1.1 Vacation credits shall accrue each pay period as to hours worked. The following schedule indicates the number of hours accrued each pay period for an employee:

Vacation Hours Accrued Biweekly Full-time Employees

	80 Hour Biweekly <u>Employee</u>
Date of employment to completion of 4 years' service (10 days annually)	3.076960
Beginning of 5th year of completion of 9 years' service (15 days annually)	4.615360
Beginning of 10th year to completion of 14 years' service (20 days annually)	6.153840
Beginning of 15th year to completion of employment (25 days annually)	7.692320

10.1.2 An employee may use vacation credits earned upon prior approval of the Sheriff without restriction.

10.1.3 Vacation credits may be accumulated to the following maximums:

<u>Normal Work Week</u>	<u>May Accumulate: Hours</u>
40 hour/week employee	320

10.1.4 Vacation schedule shall be arranged in advance each year. If the nature of work makes it necessary to limit the number of employees on vacation at the same time or the time of year when vacation may be taken, then employees with greater seniority within classification shall be given choice of vacation period in the event of conflict over vacation periods. Employees shall be entitled to vacation each year as defined in Article 10.1.1.

10.1.5 New Employees shall not be entitled to use any benefit described in Article 10.1.1, 10.1.2 or 10.1.3 during the employee's first twelve (12) weeks' of employment. Upon completion of this 12 weeks', the employee shall be entitled to benefits in Article 10.1.1, 10.1.2 or 10.1.3 accrued from day of employment.

10.1.6 Upon termination of service, any unused vacation, up to the maximum allowable number of days/hours as set forth in Article 10.1.3, will be paid for at the regular rate of pay.

10.1.7 If a holiday falls within the vacation period, one extra day will be added to the vacation.

10.2 Sick Leave

10.2.1 Definition of Sick Leave: An employee contracting or incurring any non-service connected illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave. An employee may use accumulated sick leave credits for the illness of a child, spouse, parent or a member of the immediate household.

10.2.2 Sick Leave Allotment: An employee shall be credited with sick leave credits in accordance with the following schedule for each biweekly pay period. No credit shall be earned while an employee is on an unpaid leave of absence.

Sick Leave Hours Earned/Accrued Biweekly Full Time Employees

80 Hour Biweekly Employee

10 days annually	3.076907
15 days annually	4.615360

Employees hired after January 1, 1994, will accumulate ten (10) days of sick leave annually; current employees shall continue to accrue fifteen (15) days of sick leave annually.

10.2.3 Verification of Sick Leave

- a. The Sheriff, or the Sheriff's designee, may require medical certification from an employee when the Sheriff, or the Sheriff's designee, has determined that a systematic pattern of abuse of sick leave has occurred and has so notified said employee in writing.
- b. The Sheriff, or the Sheriff's designee, may also require the employee to be examined at the expense of the Employer by a physician designated by the Employer.
- c. Upon request, an employee shall authorize the employee's personal physician, and/or the physician designated by the Employer, to release all relevant medical information pertaining to a disability claim only.
- d. In the event an employee is believed to have engaged in sick leave abuse, the GCDU President will be notified at the time disciplinary charges, if any, are filed pursuant to Article 14 of this Agreement. Thereafter and within ten (10) workdays, the GCDU President may request a meeting with the County Administrator or designee. If the charges can not be resolved, the matter may be moved to Arbitration pursuant to the procedures established in Article 14 of this Agreement.

10.2.4 Sick Leave and Holidays/Vacations

An employee who is absent due to illness on work days either before or after a holiday or vacation shall not receive sick leave with pay unless medical verification for said illness is provided.

10.2.5 Accumulation: An employee may accumulate sick leave credits to a maximum of two hundred (200) days.

10.2.6 Sell-Back of Unused Sick Leave

- a. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days shall be paid at the rate of seventy-five percent (75%) upon the retirement, voluntary quit or death of an employee who has at least five (5) years of continuous service with the Employer.
- b. Unused sick leave credits for up to a maximum of one hundred and sixty (160) days shall be paid at the rate of seventy-five percent (75%) upon the layoff of an employee who has at least five (5) years of continuous service with the Employer.
- c. Unused sick leave credits shall not be paid upon an employee's termination for just cause.

10.2.7 Workers' Compensation: If any portion of a subsequently awarded compensation award covers a period for which an employee has used accrued sick leave,

then that proportion of the compensation award shall be credited to restoring a prorated share to the employee's sick leave accrual.

10.3 Personal Leave

10.3.1 Personal leave shall be earned/accrued in accordance with the following schedule. No employee shall be restricted from using personal leave credits provided a twenty-four (24) hour notice is given prior to taking such leave.

Personal Leave Hours Earned
Accrue Biweekly
Full-time Employees

80 Hour
Biweekly
Employee

Equivalent to five (5) days
per year. 1.538480

10.3.2 Personal Leave may be accumulated to a maximum of five (5) days.

10.3.3 Personal Leave benefits shall not be paid upon termination for any reason.

10.4 Bereavement Leave: Each employee shall be allowed three (3) days' Bereavement Leave for death in his/her immediate family, including mother, father, stepparents, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and stepchildren provided leave is taken within the immediate time frame of death and/or burial.

10.5 In the event of severe storms, floods or acts of God, an employee who has made every diligent and reasonable effort to report to work at the regular starting time and who is subsequently late shall not be penalized through the reduction of accrued benefits.

Should the County offices be closed, the members of the Greene County Deputies Union shall be entitled to an equal amount of time added to their vacation accruals.

10.6 Sale of Leave Benefits

10.6.1 Vacation Leave: Employees will be allowed the option to sell vacation time to the County at the rate of One Hundred percent (100%) of the then current value at the time the option is exercised. The buy-back payment will be made in January following the year in which the buy back option is exercised. In no event will an employee be allowed, on an annual basis, to sell back vacation in excess of the maximum accumulations detailed in Article 10.1.1 of the Agreement; that being the maximum of 30 days or 240 hours, in any calendar year. Payment under this Article 10.6.1 will be made by separate check.

* The employee must declare intention by September 2015 for the sell/buy back in January 2016.

ARTICLE 11

TUITION REFUND

11.1

11.1.1 Full-time permanent employees are entitled to "tuition reimbursement" upon presentation of a certificate of successful completion and a voucher evidencing the cost of education credits as to the following criteria:

- a. Employee receives prior approval from Sheriff or designee.
- b. Education credits must be relative to improving employee's work skills in employee's position.
- c. Permanent status employee who completes one (1) year of service is entitled to six (6) credit hours per year.

11.1.2 "Tuition Reimbursement" means the actual cost for the course(s) being taken, to include lab fees, but not to include any other fees. The maximum reimbursement rate shall be the undergraduate and graduate rate (or equivalent) currently in effect at SUNY Albany for the semester in which you are applying.

11.1.3 If the employee's application is denied, he/she shall receive a written statement of explanation for such denial. This shall be subject to the grievance procedure.

Employee shall guarantee Employer continued employment at the rate of one month for each credit hour or will return to the Employer the tuition reimbursement.

ARTICLE 12

MILEAGE AND MEAL ALLOWANCE; OVERNIGHT ASSIGNMENTS

12.1 Mileage Reimbursement: Effective upon the execution of this Agreement, the Employer shall reimburse an employee for mileage at the approved Internal Revenue Service rate for authorized use of the employee's vehicle.

12.2 Meal Allowance: The Employer shall pay a meal allowance to an employee on approved Employer business outside of Greene County as follows:

\$6.00 for breakfast
\$10.00 for lunch

\$16.00 for dinner

Effective December 31, 2010, the above allowance will increase as follows:

\$8.00 for breakfast

\$12.00 for lunch

\$18.00 for dinner

In the event the County Legislature changes the meal allowance cap, the above amounts will be revised on a proportionate basis; in no event will dinner allowance be less than 50% of the total meal allowance cap.

12.3 Overnight Assignments: The County will provide to any employee on an overnight assignment, four (4) hours of straight time pay in addition to the employee's regular salary.

ARTICLE 13

OUT OF TITLE

13.1 An employee may be assigned by the Sheriff to perform duties of a higher classification. Only in such event, will an employee be compensated at a higher rate of pay for the duties performed during the period the employee is assigned to the higher classification.

ARTICLE 14

PROBATION AND DISCIPLINE

14.1 Probationary Period

14.1.1 An employee shall be on probation for a period of seventy-eight (78) weeks from the date of appointment and successful completion of required Bureau of Municipal Police training. Should the probationary period for the County of Greene Civil Service Commission be altered, the Civil Service Commission's Rules and Regulations shall prevail over this Collective Bargaining Agreement.

14.1.2 Probationary, Provisional, Temporary and Seasonal Classifications: An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall GCDU have the right to appeal such action on the employee's behalf.

14.2 Discipline for Just Cause: No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice

of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the GCDU.

14.2.1 The Employer shall have the right to suspend an employee without pay for a maximum of ten (10) work days pending the hearing. The right to suspend for this ten (10) work day period will be limited to cases for which the Employer will seek a penalty of at least 30 work days, up to and including termination.

14.3 Appeal of Disciplinary Action

14.3.1 If GCDU disagrees with the disciplinary action, the President of the GCDU may appeal the matter, in writing, to the County Administrator or designee. The appeal must be submitted, in writing, within ten (10) work days from receiving the notice of discipline. Failure to submit the appeal within said ten (10) days shall make the matter ineligible for further appeal under this Article or any other procedure.

14.3.2 Within ten (10) work days after receiving the appeal, the County Administrator or designee shall meet with the disciplined employee and the designated representative of GCDU. Within ten (10) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of the GCDU.

14.3.3 If GCDU is not satisfied with the response of the County Administrator or designee, the President of the GCDU may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within ten (10) work days from receiving the response from the County Administrator or designee or when the response should have been received. Failure to file the demand within said ten (10) days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

14.3.4 All decisions rendered in such arbitration shall be final and binding upon both parties.

14.3.5 The arbitrator's fees shall be shared equally by GCDU and the Employer.

14.4 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

ARTICLE 15

SENIORITY AND LAYOFFS

15.1 Seniority

15.1.1 Seniority shall be defined as the length of an employee's continuous service in

the bargaining unit, commencing from the date of the employee's original employment in a full-time position in the Law Enforcement Department of the Sheriff's Office.

15.1.2 An employee (with permanent status as to Civil Service) returning to employment within one (1) year, within the same classification as when employee left employment, shall maintain continuous service status as to seniority and/or original date of employment, provided employee was not terminated with cause. (Source Reference: Section 80, Civil Service Law).

15.3 Seniority in Scheduling Days Off: Seniority and qualifications (where qualifications are necessary as determined by the Sheriff) shall be the governing factors in shift assignments, scheduling of vacations and scheduling of holidays, and layoff made pursuant to law.

15.4 Layoffs: In the event of layoffs, seniority shall be the determining factor, as applied on a departmental basis. "Horizontal bumping" within grade, title and department shall be allowed, as provided for in Sections 80, 81 and 85 of the Civil Service Law.

15.5 Notice of Layoffs: The Employer agrees to notify and meet with the GCDU officials before any layoffs transpire by any County Agency.

15.6 Recall Procedure: This procedure shall take effect except where Civil Service Law must be used. When the work force is increased after a layoff, permanent employees will be recalled according to seniority as defined in Article 15.1.1, provided they are capable of performing the duties of the position. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within five (5) days after receipt of the registered or certified mail, he/she forfeits his/her right at that time to be recalled. Recall rights shall expire three (3) years from the date of original layoff. No new employee shall be hired until all qualified employees on layoff have been notified as stated above.

ARTICLE 16

EMPLOYEE EVALUATIONS

16.1 Purpose: The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form provided by the Employer. The criteria for evaluation are not a mandatory subject of negotiation between the parties.

16.2 Orientation: An employee shall be presented with the standard evaluation form and procedures during the employee's initial employment orientation.

16.3 Frequency of Evaluations

16.3.1 A newly hired employee will be evaluated once during the first three (3) months of employment and at least one (1) time thereafter during the first year.

16.3.2 An employee with more than one (1) year of employment will be evaluated at least once each year.

16.3.3 An employee with more than five (5) years of employment will be evaluated at the discretion of the Employer, but at least once every three (3) years.

16.4 Conferences

16.4.1 Upon request of the Sheriff, his designee or the employee, all evaluations will be preceded by a meeting between the employee and the evaluator to explain the objectives of the evaluation.

16.4.2 Within five (5) work days after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.

16.5 Reply: Any written reply made by the employee shall be attached to and made a part of the evaluation report.

ARTICLE 17

JOB SECURITY

17.1 Work normally performed by employees covered by this Agreement shall not be contracted out if it will result in the loss of employment to employees covered by this Agreement.

ARTICLE 18

WORKING CONDITIONS

18.1 The Employer shall notify GCDU at least seven (7) days in advance of any change in working conditions or methods except where such change is required by an emergency or major disaster over which the Employer has no control.

18.2 New Employees: The Employer agrees that the Sheriff shall notify the President of the GCDU as to new employees hired within fifteen (15) days of hire, together

with job classification and whether their employment is on a permanent, provisional or temporary basis.

18.3 The Employer agrees that any employee may review his/her personal history file on request by employee or officer of the GCDU with the written consent of the employee. The Employee may also submit a written statement of rebuttal of any material contained in such file.

18.4 Job descriptions, typed completely and understandably and with a full explanation of job duties and requirements, shall be provided to each employee. No changes will be made of job duties, descriptions or titles without proper Legislative and/or Civil Service approval.

18.5

18.5.1 Any trip of 225 miles or more, one way, shall be an overnight trip for reasons of safety.

18.5.2 All new permanent shifts established by the Sheriff in the interest of increasing police coverage for the County of Greene will be posted fifteen (15) days prior to being filled. Such shifts will be filled in accordance with Article 15 of this Agreement.

18.5.3 The Sheriff shall provide a weekly uniform cleaning of three (3) shirts, two (2) pair of trousers, and one (1) jacket or parka.

18.5.4 Service Shoes: Upon a showing of need, once each year, the Employer shall provide one pair of service shoes from a supplier of the Employer's choice to each Deputy Sheriff.

18.5.5 The Civil Service status of Deputy Sheriff shall be in accordance with Local Law 5 of 1991.

18.5.6 The Sheriff shall provide Investigators with a clothing allowance of \$400.00 per year to be paid January 1st of each year; Effective in 2011 this investigators' clothing allowance will be increased to \$550.00/year; Effective in 2013 this investigators' clothing allowance will be increased to \$650.00/year.

18.5.7 All members of the bargaining unit will receive notice of any provisional position, temporary assignment, new position or promotional examination, when occurring.

18.6 Shift Differential

18.6.1 An employee who's normal shift is between the hours of 3:00 p.m. to 11:00 p.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for all time worked during such hours. Effective April 25, 2003, the shift differential will increase to one dollar and fifty cents (\$1.50) per hour for all time worked during such hours.

18.6.2 An employee who's normal shift is between the hours of 11:00 p.m. to 7:00 a.m. shall be paid a differential of seventy-five cents (\$0.75) per hour for all time worked during such hours. Effective January 1, 2001, this shift differential will be increased to one dollar (\$1.00) per hour for all time worked during such hours.

- THIS SECTION 18.6 SHALL BE DELETED FROM AGREEMENT, EFFECTIVE JANUARY 1, 2015; thereafter, those employees who work the hours between 7:00 p.m. to 7:00 a.m., or part thereof, will be paid \$1.25/hour.

ARTICLE 19

OFF-THE-JOB DISABILITY

19.1 The Employer shall provide New York State Disability Insurance at no cost to the employees.

ARTICLE 20

PAST PRACTICES

20.1 The parties hereby agree and acknowledge that, in the negotiations which led to this Agreement, each party had the right and opportunity to make proposals with respect to any and all terms and conditions of employment. The resulting agreements reached by the parties are fully and completely set forth in this Agreement. All prior agreements, rules practices, policies, or regulations regarding terms and conditions of employment, to the extent they are inconsistent with this Agreement, are superseded. Any and all rights, privileges and benefits which have been heretofore given or accrued and/or enjoyed by one, or some, or all the employees if not explicitly* set forth in this Agreement are forever remised, released and discharged, and any and all rights or claims for such have been satisfactorily adjusted and compromised in consideration of the entire explicit terms set forth in this Agreement.

ARTICLE 21

CONCLUSION OF COLLECTIVE NEGOTIATIONS

21.1 This Agreement is the entire Agreement between the Employer and GCDU, terminates all prior agreements and understandings, and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means, including reopening, except as specifically set forth herein.

The parties agree to support jointly any legislation or administration action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as

otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 22

SEVERABILITY

22.1 If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE 23

APPROVAL OF THE LEGISLATURE

23.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 24

CONSTRUCTION OF CONTRACT

24.1 This contract shall be construed to be in accordance with the laws of the State of New York.

24.2 If any difference arises with respect to the administration, meaning or construction of this contract, it shall be referred and processed in accordance with the Grievance Procedure.

ARTICLE 25

DURATION OF CONTRACT

25.1 This contract shall continue in full force and effect from January 1, 2014 to December 31, 2016 (except as where specifically stated otherwise). This contract shall remain binding and in full force and effect during any period of negotiations and until a new Agreement is signed by both parties.

25.2 At any time during the months of June, July and August, 2016, either party may notify the other in writing to the effect that they wish to terminate, amend or modify this contract.

ARTICLE 26

GRIEVANCE PROCEDURE

Preamble

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, reprisal.

1. Definitions

1.1 "Employee" shall mean any person(s) covered by this Agreement as provided for under Article 1.1 (Recognition and Check-Off) and Article 5.1 (Definition of Employees).

1.2 "Employer" shall mean the County of Greene and its representatives.

1.3 "Union" shall mean the Greene County Deputies Union and its representatives.

1.4 "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he/she has been dealt with unfairly.

1.5 "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

1.6 "Days" shall mean all days other than Saturday, Sunday and Holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

2. Rights of the Parties

2.1 Rights of Grievant

2.1.1 The Grievant may select the GCDU President or his designee and/or a GCDU staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than GCDU.

2.2.2 The Grievant shall have access to all written statements, records and materials relating to the grievance which are part of the personnel file.

2.2 Rights of the Union

2.2.1 The Union shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and or any decision rendered pursuant to this procedure.

2.2.2 The Union shall have the right to submit briefs to support or refute allegation of any party in a grievance.

2.2.3 The Union shall have the right to submit grievances on its own behalf.

2.2.4 Release Time for Grievances

a. Only the aggrieved employee and/or the President of the GCDU or one employee designated to act by the President, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a grievance.

b. Requests for the use of release time shall be made to the appropriate Sheriff or designee, on the standard request for leave form provided by the Employer. Except in an emergency, requests shall be made sufficiently in advance to permit proper scheduling. The aggrieved employee and/or, except in an emergency, the President of the GCDU and/or the President's designee, shall not be allowed to leave the worksite until such leave has been approved.

2.3 Mutual Rights: In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Sheriff or designee or the County Administrator or designee fails to make a decision within the required time period, as set forth in Step Two, the grievance shall be deemed to be resolved in favor of the aggrieved.

3. **Presentation**

3.1 Step One: Immediate Supervisor: An employee who claims to have a grievance shall present said grievance, in writing, to the employee's supervisor or Sheriff or designee within twenty (20) days of its occurrence, or of when the employee becomes aware of it.

3.1.2 The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days. After the meeting he/she shall render a written decision within two (2) days.

3.2 Step Two: Sheriff

3.2.1 The aggrieved party, if not satisfied with the decision at Step One, may within ten

(10) days request a review by the Sheriff or his/her designee. Such request is to be in writing with a copy to the immediate supervisor. The Sheriff or his/her designee shall convene a conference within five (5) days after receipt of the request for said conference. The Sheriff or his/her designee shall render a decision in writing within five (5) days after the conclusion of the conference, with copies to the aggrieved party and his/her representative.

3.3 Step Three: County Administrator

a. If the grievance is not satisfied, the aggrieved party may appeal the matter to the County Administrator or designee. The appeal must be submitted, in writing, within ten (10) work days from receiving the response from the Sheriff or designee.

b. Within ten (10) work days after receiving the appeal, the County Administrator or designee shall meet with the GCDU to review the grievance for a resolution thereof. Within ten (10) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of the GCDU. If the grievance is not resolved, it may be moved to Step Four, Binding Arbitration, provided a notice of appeal is received by the County Administrator or designee within ten (10) work days of the receipt of the Step Three determination.

3.4 Step Four: Binding Arbitration

3.4.1 In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, GCDU may appeal an unsatisfactory decision at Step Three in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

3.4.2 The fees and expenses of the arbitration shall be borne equally by the parties.

3.4.3 The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

4. General Considerations

4.1 All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.

4.2 The time limits at any step may be extended by written mutual consent of the parties.

4.3 Verbatim minutes may be requested to be taken at an arbitration proceeding; the party requesting same will pay for all copies and provide a copy to the other side upon request.

ARTICLE 27

PROCEDURE FOR THE ADMINISTRATION OF 207-c OF THE GENERAL MUNICIPAL LAW FOR THE GREENE COUNTY SHERIFF'S DEPARTMENT

Section 1. INTENT

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the County of Greene, and the public, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.

The term "deputy sheriff," as used herein, shall include all sworn members of the Greene County Sheriff's Department. The term "sworn member" as used herein shall include Deputy Sheriffs and Deputy Sheriffs (Sergeant).

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) (i) A deputy sheriff who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of duties and who seeks any benefit afforded by Section 207-c, shall give written notice to the Sheriff, or the Sheriff's designee, within 48 hours of (1) an incident causing such an injury or sickness which prevents the performance of duties or, (2) an incident causing such injury or sickness which gives rise to a need for medical or hospital care or, (3) a claim of recurrence of either (1) or (2), above; provided, however, that a deputy sheriff taken sick allegedly as the result of performance of duties, shall provide such notice as soon as he or she believes that the sickness is the result of the performance of duty, but in no event later than 20 calendar days from the time such sickness should have been discovered to have been a result of the performance of duties. In the event of a personal inability to give notice, such notice may be made by another acting on behalf of such deputy sheriff. The notice shall also describe the nature of the injury or sickness and the name of the treating physician.

(ii) Any and all accidents incurred in the performance of duty must be reported, regardless of whether the deputy sheriff lost time or required/received medical attention.

(iii) A copy of the Notice and GML §207-c Application shall be forwarded to the Director of Personnel or designee within 24 hours of receipt by the Sheriff's Office.

(b) **RECURRENCE:** In the event of a recurrence, as detailed above, the deputy sheriff must detail which injury or sickness gave rise to the recurrence and provides the date of the initial injury or illness. In addition, the deputy sheriff must provide any verifying medical report detailing the recurrence.

In the event further medical verification is deemed necessary, the deputy sheriff will submit to medical examination as directed by the Sheriff or his designee and as detailed in this procedure, including those detailed in Sections 4 and 5, below.

(c) To aid in the administration of the provision of this subdivision, the Sheriff, or the Sheriff's designee, may utilize or develop an application form which shall be completed either by a deputy sheriff seeking benefits or, in the event of an inability to do so, by another acting on his/her behalf and which shall be filed with the Sheriff, or the Sheriff's designee. Such form shall be completed and filed by a deputy sheriff or his/her representative, promptly, but no later than seven (7) calendar days after the incident or belief described above. If filed by someone other than the deputy sheriff, the deputy sheriff shall countersign the form when able to do so. The information on the form shall be sworn to by the deputy sheriff or person filing the form and contain a statement that its content is true and subject to the penalties of perjury.

(d) The failure to satisfy any time limits specified above, shall render a notice or filing untimely and shall preclude an award of any benefits pursuant to Section 207-c of the General Municipal Law; provided, however, that the Sheriff shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

(a) In the event a deputy sheriff asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.

(b) In the case of any employee who has no sick leave time accrued to his/her credit, the County will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the County in time or money for the sick leave time advanced.

(c) In the event that an employee is found to be eligible for 207-c benefits, the employee will have all used sick leave credits restored.

Section 4. BENEFIT DETERMINATIONS

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

(a) The Sheriff, or the Sheriff's designee, shall, together with the Director of Personnel for the County, promptly review an application timely made and any other pertinent documents or evidence available, including medical support provided by the Deputy Sheriff; such documents or evidence to be directly related to the illness/injury and body part. Should he or she determine that the deputy sheriff was injured in the

performance of duty or that the deputy sheriff was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Sheriff, or the Sheriff's designee and/or the Director of Personnel, shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the deputy sheriff, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary by the County or its workers' compensation fund.) A written notice of such determination shall be provided to the deputy sheriff, placed in the deputy sheriff's personnel file and provided to the County's Insurance Clerk.

In the event the Sheriff (or designee) and Director of Personnel disagree, the County Administrator shall make the final determination.

(b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a deputy sheriff or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.

(c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

(i) The Sheriff, or the Sheriff's designee, and/or the Director of Personnel, shall promptly inquire into the fact(s) surrounding the matter at issue. A deputy sheriff may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, a decision shall be made on the basis of medical evaluations and other information as may be available and/or as may be provided by the deputy sheriff. A deputy sheriff or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Sheriff, or the Sheriff's designee, and/or the Director of Personnel, shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the deputy sheriff or any witness to an incident to secure information; may require the deputy sheriff to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the deputy sheriff to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

All medical examinations directed pursuant to this Section shall be at the expense of the Employer.

(ii) The Sheriff, or the Sheriff's designee, and/or the Director of Personnel, shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A deputy sheriff shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a deputy sheriff or his/her representative, a copy of any document used to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event a deputy sheriff is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

(iii) In the event the Sheriff (or designee) and the Director of Personnel disagree, the County Administrator shall make the final determination.

(d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled deputy sheriff specified light duties, consistent with his/her status as a deputy sheriff. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the deputy sheriff receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a deputy sheriff may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the deputy sheriff, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled deputy sheriff to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the deputy sheriff's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the deputy sheriff refuses to perform the designated light duty assignment and fails to provide medical documentation supporting the refusal, his/her 207-c benefit shall be discontinued and he will be placed on sick leave status (and once sick leave is exhausted may use other leave). If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below. In the event a deputy sheriff refuses to perform a light duty assignment and provides medical documentation to support the refusal, a hearing will be immediately convened pursuant to Section 6, below, to resolve the issue.

Nothing contained in this Section 5 shall require the Department to create light duty assignments.

Section 6. APPEAL OF ADVERSE FINAL DETERMINATIONS

In the event that a deputy sheriff disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she, within fifteen (15) calendar days of the receipt of the determination, shall file a written Demand for Arbitration with the NYS Public Employment Relations Board (PERB). The Arbitrator will be bound by the determination of the Sheriff and/or the Director of Personnel (or County Administrator, as the case may be) unless he finds that the determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The Arbitrator's fee shall be shared equally by and between the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a deputy sheriff's disability, may be noticed by, but shall not be controlling upon the Arbitrator.

In the event the parties so request, the Arbitrator shall convene an expedited hearing to resolve the outstanding matters.

Section 7.

With respect to the provisions of this procedure, any deputy sheriff who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to Section 6, above.

Section 8.

In the event the Sheriff or his designee or the County deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 207-c(2) of the New York State General Municipal Law. Section 7, above, applies likewise to such action. In the event that a disability retirement is granted, salary or wage benefits under Section 207-c(1) of New York State General Municipal Law shall cease and this procedure shall cease; the Deputy shall, however, be entitled to medical treatment and hospital care necessitated by reason of such injury or illness under Section 207-c(5) of the New York State General Municipal Law.

Section 9. Continuation of Contract Benefits

For the first three (3) months on GML §207-c leave, an employee shall continue to accrue all contractual fringe (economic) benefits. Thereafter, a deputy sheriff shall only receive any contractually negotiated wage increases, increments, and longevity payments.

In the event that the deputy sheriff is assigned to specific light duties (pursuant to §5 above), the deputy sheriff shall then be entitled to all contractually negotiated fringe benefits.

ARTICLE 28

SUBSTANCE ABUSE TESTING PROCEDURE

POLICY

- 1.1. To ensure the integrity of the Sheriff's Office, and to preserve public trust and confidence in a fit and drug free law enforcement profession, the Sheriff's Office shall implement a drug-testing program to detect prohibited drug use by employees employed in the Sheriff's Office.
- 1.2 Any employee employed in the Sheriff's Office who subsequently tests positive, and/or fails to comply with the following procedures, shall be subject to termination. The Sheriff's decision shall be final and not reviewable.

DEFINITIONS

- 2.1 **DRUG TEST.** The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.
- 2.2 **REASONABLE SUSPICION.** That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is or has been using drugs while on or off-duty.

PROCEDURES/RULES

- 3.1 **PROHIBITED ACTIVITY.** The following rules shall apply to all employees employed in the Sheriff's Office while on or off duty:
 - 3.1.1 No employee shall illegally possess any controlled substances.
 - 3.1.2. No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
 - 3.1.3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 - 3.1.4. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to the Sheriff so that appropriate medical steps may be taken to ensure the employee's health and safety.
 - 3.1.5. An employee shall notify said employee's immediate supervisor when required to use prescription medicine which has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication and the prescribed period of use. The supervisor shall document this information

through the use of an internal memorandum and maintain this memorandum in a secured file. The employee may be temporarily reassigned to other duties, where appropriate.

- 3.1.6. An employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to the Sheriff.

- 3.2 **EMPLOYEE DRUG TESTING.** Employees employed in the Sheriff's Office various departments will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- 3.2.1. The Sheriff may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

- 3.2.2. The Sheriff may order a drug test administered as part of any regular physical examination required by the Sheriff's Department.

- 3.2.3. Employees shall be uniformly tested during any unannounced, mandatory mass (department-wide) or mandatory individual (by social security number) random drug testing required by the Sheriff's Office. The Sheriff shall determine the frequency, departments, shifts and timing of such tests.

- 3.2.4. A drug test shall be considered as a condition of application to the specialized units within the Sheriff's Office, and may be administered as part of the required physical examination for that position or randomly performed while assigned to such specialized unit.

- 3.3. **PROBATIONARY EMPLOYEE DRUG-TESTING.** Where a probationary employee has a past history of drug use, said employee may be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the Sheriff.

- 3.4. **APPLICANT DRUG-TESTING.** Applicants for a position in the Sheriffs Office may be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances.

- 3.4.1. Refusal to submit to a required drug-test.

- 3.4.2. A confirmed positive drug-test indicating drug use prohibited by this policy.

- 3.5. **DRUG-TESTING PROCEDURES.** The testing procedures and safeguards provided herein to ensure the integrity of Sheriff's Office drug-testing shall be adhered to by

any personnel administering drug tests: (Commissioned or Non-Commissioned Officers of this office or independent contract personnel who meet the requirements of this procedure.)

Non-Commissioned Officers will be utilized to administer drug tests in the event that Commissioned Officers are not available.

- 3.5.1. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.
- 3.5.2. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- 3.5.3. Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.
- 3.5.4. Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
- 3.5.4. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
- 3.5.5. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- 3.5.6. An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may within ten (10) calendar days of the employee's written notification of the positive test, elect to

have the remaining specimen tested by a laboratory of his choice licensed by Section Five Hundred Seventy-Five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second drug test, requested by the employee is returned with negative results, the first drug test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the Sheriff. A copy of the laboratory report of such test will be provided to the employee and Sheriff. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.5.7. Each step in the collective and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Sheriff to insure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for an indefinite period determined by the date of final disposition and statute of limitations for appeal if applicable.
- 3.6.1. The urine sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.6.2. A specimen testing positive will undergo an additional confirmatory test.
- 3.6.3. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

**INITIAL TEST
LEVEL (ng/ml)**

Marijuana metabolite	100 or 50*
Cocaine metabolite	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

*.....Dependent upon Laboratory Set-up

3.6.4. Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

**CONFIRMATORY
TEST LEVEL (ng/ml)**

Marijuana metabolite.....	15 (1)
Cocaine metabolite	150 (2)
Opiates	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
(1).....	Delta-9-tetrahydrocannabinol-9-carboxylic acid
(2).....	Benzoyllecgonine

3.7. **DRUG-TEST RESULTS.** An employee having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

3.7.1. All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

3.7.2. An employee who breaches the confidentiality of testing information shall be subject to discipline.

3.7.3. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

ARTICLE 29

PHYSICAL FITNESS TESTING

- 29.1 The Sheriff and the Union shall form a committee to establish the type of physical fitness test to be administered on an annual basis (calendar year) on a voluntary basis to members of the Greene County Sheriff's Department. Employees who successfully complete the established test shall receive \$250, which will be paid through payroll and subject to the applicable taxes. There will only be one payment per calendar year. "Successful completion" means full completion (pass) of at least sixty (60%) percent of the established DCJS standard.
- 29.2 There will be no cost to the County for the testing and the Union will provide a facility for use for the testing.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement, to be executed on this _____ day of _____, 2015.

For Greene County Deputies Union

[Signature]
President

[Signature]
Area Representative

K. McManis 3/11/15
Member

[Signature] 05/10/15
Member

[Signature]
Member

[Signature]
Member

For County of Greene:

[Signature] 3/12/15
County Administrator

Karen Macdonald-Francis 3/6/15
Human Resources Director

Gregg Healey 3/12/15
Sheriff

[Signature] 2/18/15
Negotiator

APPENDIX A

10/17/2014

GREENE COUNTY DEPUTIES UNION SALARY SCHEDULE

JANUARY 1, 2014 - DECEMBER 31, 2016

2014	JOB TITLE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	-	STEP 8
1.50% increase	Deputy 12	\$38,533.62	\$41,618.22	\$45,153.12	\$46,273.41	\$47,391.52	\$48,507.46	-	\$49,628.84
	Sergeant & Investigator 14	\$45,555.55	\$49,198.13	\$53,382.35	\$54,690.81	\$56,003.62	\$57,309.90	-	\$58,623.79
2015	JOB TITLE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8
\$1500 added to base in lieu of shift differential	Deputy 12	\$40,033.62	\$43,118.22	\$46,653.12	\$47,773.41	\$48,891.52	\$50,007.46	\$50,407.46	\$51,528.84
	Sergeant & Investigator 14	\$47,055.55	\$50,698.13	\$54,882.35	\$56,190.81	\$57,503.62	\$58,809.90	\$59,209.90	\$60,523.79
2% increase	Deputy 12	\$40,834.29	\$43,980.59	\$47,586.18	\$48,728.88	\$49,869.35	\$51,007.61	\$51,415.61	\$52,559.42
	Sergeant & Investigator 14	\$47,996.66	\$51,712.09	\$55,980.00	\$57,314.63	\$58,653.69	\$59,986.09	\$60,394.09	\$61,734.26
2016	JOB TITLE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 8
2% increase	Deputy 12	\$41,650.98	\$44,860.20	\$48,537.91	\$49,703.45	\$50,866.74	\$52,027.76	\$52,443.92	\$53,610.61
	Sergeant & Investigator 14	\$48,956.60	\$52,746.33	\$57,099.60	\$58,460.92	\$59,826.76	\$61,185.82	\$61,601.98	\$62,968.95

NOTE: Effective 1/1/15, anyone moved to Sergeant or Investigator must start at a minimum of Step 2.

LONGEVITY STIPEND AT 6, 10, 15, 20 AND 25 YEARS OF SERVICE

To be eligible for the longevity stipend the following conditions must apply: Continuous service is based on the bargaining unit member's continuous years of employment under the administrative jurisdiction of the Sheriff's Department. This may include years of service as a Corrections Officer, if applicable. County service in departments other than the Sheriff's Department is not applicable. The employees must have completed the appropriate years of continuous service with the Sheriff's Department on or before December 1st. The payment is made in a lump sum in early December.

Effective January 1, 2006, bargaining unit employees shall receive an annual longevity stipend as follows:

After six (6) years of continuous service, the bargaining unit member is eligible for \$800.00.

After ten (10) years of continuous service, the bargaining unit member is eligible for an additional \$800.00.

After fifteen (15) years of continuous service, the bargaining unit member is eligible for an additional \$800.00.

After twenty (20) years of continuous service, the bargaining unit member is eligible for an additional \$800.00.

After twenty-five (25) years of continuous service, the bargaining unit member is eligible for an additional \$800.00.

Note: Beginning 1/1/15 there will no longer be a 25 year longevity stipend.

APPENDIX B
GREENE COUNTY DEPUTY SENIORITY ROSTER
(rev. 7-29-14)

Last Name	First	BU Seniority Date
CHRISTMAN	SCOTT	6/24/1996
BOLZ	MICHAEL	9/1/1997
DELVECCHIO	JOHN	6/18/2001
SCHOENBORN	DONALD	6/30/2003
MCMAHON	KENNETH	6/30/2003
STEWART	GREGORY	1/2/2004
QUINN	TRACEY	9/8/2004
SCOTT	ROBERT	1/10/2005
LABUFF	ROBERT	7/13/2005
RICHARDS	TRAVIS	9/19/2005
PROPER	GARY	7/12/2006
MARRIOTT	SHAWN	9/7/2007
STERN	KENNETH	8/18/2008
MCCULLOUGH	SEAN	2/2/2009
ROWELL	JOEL	2/1/2010
BRADEN	DANIEL	1/17/2011
OVERBAUGH	ANDREW	6/6/2011
KRALOVICH	JOSEPH	2/13/2012
FEML	RAYMOND	1/28/2013
DANKO	KRISTOPHER	6/17/13
GURLEY	ROBERT	3/24/2014
FEML	JOSEPH	6/16/2014
HAVERLY	KEVIN	7/28/2014